

# **TOWN OF DAVIE**

## **TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Chief John George/693-8320  
Prepared by: Angela Rodgers

**SUBJECT:** Resolution

**AFFECTED DISTRICT:** N/A

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE A LAW ENFORCEMENT MUTUAL AID AGREEMENT BETWEEN THE TOWN OF DAVIE AND THE SEMINOLE TRIBE OF FLORIDA FOR VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE.

**REPORT IN BRIEF:** The Town of Davie Police Department wishes to enter into a Law Enforcement Mutual Aid Agreement with the Seminole Tribe of Florida, which will enable both agencies to assist each other when needed. The purpose of this agreement is to establish voluntary cooperation and assistance across jurisdictional lines within Broward County in defined circumstances for the purpose of protecting the public peace and safety and preserving the lives and property of the citizens. This inter-local agreement will allow for each agency to be able to preserve traffic-accident scenes and detain criminal traffic offenders without having limitations due to jurisdictional boundaries.

**PREVIOUS ACTIONS:** N/A

**CONCURRENCES:** N/A

**FISCAL IMPACT:** N/A

**RECOMMENDATION(S):** Motion to approve resolution

**Attachment(s):**  
Resolution  
Mutual Aid Agreement

RESOLUTION \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE A LAW ENFORCEMENT MUTUAL AID AGREEMENT BETWEEN THE TOWN OF DAVIE AND THE SEMINOLE TRIBE OF FLORIDA FOR VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE.

WHEREAS, the Seminole Tribe of Florida Tribal Council has approved and authorized the Seminole Police Department to enter into a Law Enforcement Mutual Aid Agreement with the Town of Davie; and

WHEREAS, This inter-local agreement expressly permits voluntary cooperation and assistance across jurisdictional lines within Broward County in defined circumstances for the purpose of protecting the public peace and safety and preserving the lives and property of the citizens of each respective governmental entity; and

WHEREAS, the Chief of Police for the Town of Davie recommends that Town Council authorize the appropriate Town Officials to execute a Law Enforcement Mutual Aid Agreement between the Town of Davie and the Seminole Tribe of Florida for voluntary cooperation and operational assistance.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie approves and authorizes the appropriate Officials to execute a Law Enforcement Mutual Aid Agreement between the Town of Davie and the Seminole Tribe of Florida for voluntary cooperation and operational assistance.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2005

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2005

**SEMINOLE TRIBE OF FLORIDA AND TOWN OF DAVIE, FLORIDA  
COMBINED VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE  
AGREEMENT FOR LAW ENFORCEMENT SERVICES**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between the Seminole Tribe of Florida, a federally recognized Indian tribe under 25 U.S.C. §476 ("Tribe") and the Town of Davie, Florida, a municipal corporation and political subdivision of the State of Florida ("Town") on behalf of their tribal and municipal Law Enforcement agencies, respectively, (hereinafter those tribal and municipal Law Enforcement agencies, respectively, shall be referred to individually as a "cooperating agency").

WITNESSETH:

WHEREAS, Law Enforcement agencies may enter into interlocal agreements for voluntary cooperation and assistance of a routine Law Enforcement nature across jurisdictional lines by and between such agencies; and

WHEREAS, the Tribe and Town recognize that criminal activity extends beyond jurisdictional lines and that there is a need for a continuing multi-jurisdictional response to such unlawful activities when the need arises; and

WHEREAS, Tribal and municipal Law Enforcement Officers in the Tribe and Town are often powerless to preserve traffic-accident scenes and detain criminal traffic offenders who pose a danger to the public on streets located in view of the jurisdictional boundaries of the Officer's respective employing tribe or municipality but in the jurisdiction of the other cooperating agency; and

WHEREAS, the Tribe and Town recognize that there is a need for a continuing multi-jurisdictional response to traffic accidents or criminal traffic offenders who are operating vehicles in violation of criminal traffic laws on streets located in view of the jurisdictional boundaries of the Officer's employing tribe or municipality but in the jurisdiction of the other cooperating agency; and

WHEREAS, the Tribe and Town desire to secure benefits of such mutual Law Enforcement aid for their respective jurisdictions; and

WHEREAS, the Tribe and Town are located in such close proximity to each other that it is advantageous to receive and extend Law Enforcement assistance in the form of Law Enforcement services and resources to adequately respond to:

- (1) Continuing, multi-jurisdictional criminal activity, so as to protect the public peace and safety, and preserve the lives and property of the citizens; and,
- (2) Intensive situations, including, but not limited to, natural or manmade disasters or emergencies as defined under Section 252.34, Florida Statutes; and,

WHEREAS, the Tribe and Town have determined that it is in the best interest of the health, safety and welfare of their citizens to enter into a Voluntary Cooperation and Operational Assistance Agreement; and

WHEREAS, the Tribe exercises jurisdiction and control over the lands, buildings and people within the Federal Reservation located in Broward County, Florida, more commonly known as the Hollywood Seminole Indian Reservation; and

WHEREAS, the Tribe is authorized by its Charter, Constitution and Bylaws to make and enter into such an Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

#### I. Provisions for Voluntary Cooperation and Operational Assistance

The undersigned Tribe and Town on behalf of their Law Enforcement agencies hereby approve and enter into this Interlocal Agreement authorizing each of the cooperating agencies to request Law Enforcement assistance recognizing that an increasing number of criminals operate in more than one jurisdiction requiring a continuing multi-jurisdictional response to this threat and that special public safety problems arise on an occasional basis that require additional Law Enforcement personnel including but not limited to civil disturbances, large protest demonstrations, aircraft disasters, fires, natural or man-made disasters, sporting events, concerts, parades, escapes from detention facilities, and incidents requiring utilization of specialized units (such as bomb disposal units or special weapons and tactics units).

#### II. In-Progress Crime Assistance

A. Whenever a Law Enforcement Officer from one jurisdiction observes a felony occurring in the jurisdiction of the other cooperating agency, the Law Enforcement Officer may physically arrest the perpetrator and preserve the crime scene. The Officer shall immediately notify the cooperating agency of the jurisdiction in which the incident occurred. Control of both the persons apprehended and the crime scene will be relinquished to the first available Officer from the jurisdiction in which the incident occurred. The cooperating agency of the jurisdiction in which the incident occurred, however, with the consent of the originating Officer's agency may decide to allow the originating Officer to retain control of the investigation and complete all procedures, which shall include taking custody of any prisoner, evidence, and contraband article as defined in Section 932.701(2), Florida Statutes and/or Tribal law, and completing the appropriate documentation. Regardless of the decision of the cooperating agency, whenever remaining at the scene exposes either the Officer or the subject to imminent physical danger, the subject and any physical evidence or contraband article may be transported or otherwise relocated in accordance with normal procedure.

#### III. Voluntary Investigation

On-duty Law Enforcement Officers from one jurisdiction may conduct investigations into criminal activity that occurs in their jurisdiction and make arrests related to those investigations in the jurisdiction of the other cooperating agency with the assistance of the cooperating agency. If enforcement action is anticipated, the location and nature of the investigation will be reported to the on-duty communication liaison person of the jurisdiction where the suspect is located.

#### IV. Traffic Control Assistance

A. Whenever a traffic accident involving injuries of a serious nature is reported to the jurisdiction in which the accident occurred and that Law Enforcement agency is unable to provide the immediate response necessary to render aid to the injured or prevent further injury, the cooperating agency

may be contacted for assistance. The cooperative effort shall be restricted to necessary first aid and traffic direction, except in those situations specified in Section V of this Agreement.

#### B. Hazardous Traffic Conditions Assistance

1. In a situation where automated traffic control devices located within the jurisdictional boundaries of one agency have malfunctioned and a traffic accident is imminent unless control is established immediately, assistance may be provided.

2. Where an incident occurs on a traffic-way or so near thereto that the potential for traffic accidents appear imminent, cooperation may be provided.

C. The cooperative efforts for traffic accidents and/or hazardous traffic conditions outlined above shall be restricted to the necessary and standard traffic control and direction activities and shall not include routine traffic enforcement, except in those situations specified in Section V of this Agreement. Control of the incident shall be immediately relinquished to the first available Law Enforcement Officer from the agency having jurisdictional responsibility, except in those situations specified in Section V of this Agreement.

#### V. Traffic Investigations

A. Any on-duty tribal or municipal Law Enforcement Officer, as applicable, choosing to conduct traffic-accident investigations or enforce criminal traffic laws pursuant to this section shall notify the agency within whose jurisdiction the criminal traffic violation or accident occurred as soon as possible thereafter of the law-enforcement actions taken. Control of the investigation shall be relinquished to the first available officer from the agency having jurisdiction of the area in which the incident occurred, however, the agency having jurisdiction may allow the originating officer to retain control of the investigation with the consent of the originating officer's agency.

B. On-duty tribal or municipal Law Enforcement Officers, as applicable, enforcing criminal traffic laws and conducting traffic-accident investigations pursuant to this section shall be under the direction and authority of the commanding Officers of their own agency.

#### VI. Definitions

For purposes of this Agreement the following definitions shall apply:

A. "Street" means as defined in Section 316.003(53), Florida Statutes (2001), or amendments thereto.

B. "Streets located within the jurisdictional boundaries of the Officer's employing tribe or municipality" means in this section a street located outside the jurisdictional boundaries of the Officer's employing tribe or municipality and within the jurisdiction of the other cooperating agency that is in such close proximity to the jurisdictional boundaries of the Officer's employing tribe or municipality that if the Officer had been located within the jurisdictional boundaries of the Officer's employing tribe or municipality when the criminal traffic violation or traffic accident occurred, the Officer would have been able to observe by the use of ordinary sight the criminal traffic violation or traffic accident occurring on the street during daylight hours and during normal weather conditions.

C. "Joint Task Force" means in this section those task forces composed of Law Enforcement Officers from the Tribe and Town that are intended to address major Law Enforcement problems that cross the jurisdictional lines of each of the cooperating agencies, including but not limited to, the sale and possession of narcotics or criminal traffic enforcement.

## VII. Inter-Agency Joint Task Forces

A. Law Enforcement Officers assigned to joint task force operations pursuant to this Agreement may enforce all applicable Tribal and/or state laws while engaged in the joint task force operation and shall take enforcement action in accordance with applicable law, including but not limited to taking custody of any offender, evidence, or contraband article as defined in Section 932.701(2), Florida Statutes and/or Tribal law, and completing appropriate documentation.

B. Law Enforcement Officers assigned to joint task force operations pursuant to this Agreement shall be under the supervision of those individuals specified in the joint task force operational plan approved by the cooperating agencies.

## VIII. General Procedure for requesting Assistance

A. In the event that a cooperating agency is in need of assistance as set forth above, an authorized representative of the agency requesting assistance shall notify the agency head or his/her designee from whom such assistance is requested. The agency head or authorized agency representative whose assistance is sought shall evaluate the situation and the agency's available resources, consult with his/her supervisors if necessary and will respond in a manner he/she deems appropriate.

B. A specific request for voluntary cooperation or operational assistance shall be made by the commander of the agency or the commander's designee. The agency head in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his/her jurisdiction, for how long such assistance is authorized and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.

C. Should a Law Enforcement Officer be in another agency's jurisdiction for matters of a routine nature, such as traveling through the jurisdiction on routine business, attending a meeting or going to or from work, or transporting a prisoner, and a violation of Florida Statutes and/or Tribal law occurs in the presence of said Officer, representing his/her respective agency, he/she shall be empowered to render enforcement assistance and act in accordance with applicable law. Should enforcement action be taken, said Officer shall notify the agency having normal jurisdiction and upon the latter's arrival, turn the situation over to them and offer any assistance requested including, but not limited to, a follow-up written report documenting the event and the actions taken. This provision is not intended to grant general authority to conduct investigations, serve warrants and/or subpoenas or to respond without request to emergencies already being addressed by the agency of normal jurisdiction, but is intended to address critical, life-threatening or public welfare.

D. Voluntary cooperation can also be initiated, within the limitations as more fully stated above, by a Law Enforcement Officer who views an in-progress crime, a criminal traffic violation or traffic accident, or an immediate need for traffic control in another cooperating agency. The supervising authority of that Officer shall be notified immediately to enable a supervisor from the Officer's Law Enforcement agency to authorize and direct actions taken by the Officer. An Officer taking voluntary action should notify the communication liaison person in the assisted agency as soon as possible. No Officer shall be empowered under this agreement to operate in the Tribe's jurisdiction or the Town's jurisdiction without prior approval of the agency head having normal jurisdiction.

E. Whenever the Officers of any Law Enforcement agency are rendering aid outside its jurisdiction and pursuant to the authority contained in this Agreement, such Officers shall have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the jurisdiction in which they are normally employed. The agency head's decision in these matters shall be final.

#### IX. Command and Supervisory Responsibility

A. The personnel and equipment that are assigned by the assisting agency head shall be under the immediate command of a supervising Officer designated by the assisting agency head. Such supervising Officer shall be under the direct supervision and command of the agency head or his/her designee of the agency requesting assistance.

B. Whenever an Officer is rendering assistance pursuant to this Agreement, the Officer shall abide by and be subject to the rules and regulations, personnel policies, general orders and standard operating procedures of his/her own agency.

C. Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this agreement, the agency head or his/her designee of the requesting agency shall be responsible for the documentation of said complaint to ascertain at a minimum:

1. The identity of the complainant.
2. An address where the complaining party can be contacted.
3. The specific allegation.
4. The identity of the employees accused without regard as to agency affiliation.

If it is determined that the accused is an employee of the assisting agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the agency head or his/her designee of the assisting agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

#### X. POWERS, PRIVILEGES, IMMUNITIES AND COSTS

A. Law Enforcement Officers of the cooperating agencies when actually engaging in mutual cooperation and assistance outside of their jurisdictional limits under the terms of this Agreement, shall have the same powers, duties, rights, privileges and immunities as if the Officers were performing duties inside their agencies' jurisdiction in which normally employed including protection of Federal, Florida and Tribal laws including the Federal Tort Claims Act and Section 768.28, Florida Statutes which provides sovereign immunity for political subdivisions of the State of Florida.

B. Each agency agrees to furnish necessary personnel, equipment, resources and facilities and to render services to each other as set forth above; provided, however, that no agency shall be required to deplete unreasonably its own personnel, equipment, resources, facilities, and services in furnishing such aid.

C. An agency that furnishes equipment pursuant to this Agreement must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.

D. The agency furnishing aid pursuant to this Agreement shall compensate its appointees/employees during the time such aid is rendered and shall defray the actual travel and maintenance expenses of its Officers while they are rendering such aid, including any amounts

paid or due for compensation due to personal injury or death while such Officers are engaged in rendering such aid. However, the requesting agency may compensate the assisting agency during the time of the rendering of such aid and shall defray the actual travel and maintenance expenses of such Officers while they are rendering such aid, including any amounts paid or due for compensation as a result of personal injury or death while such Officers are rendering aid pursuant to this Agreement.

- E. The privileges and immunities from liability, exemption from applicable laws, ordinances and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death and other benefits that apply to the activity of an Officer of an agency when performing the Officer's duties within the territorial limits of the Officer's agency apply to the Officer to the same degree, manner, and extent while engaged in the performance of the Officer's duties extraterritorially under the provisions of this Agreement.
- F. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.
- G. Nothing in this Agreement is intended or is to be construed as any transfer or contracting away of the powers or functions of one agency hereto to the other.

#### XI. Indemnification

A. To the extent permitted by law, the Town shall indemnify, defend and hold harmless Tribe, its officers, employees and agents from and against any liability, claims, demands, actions, cost, expenses, losses or damages whatsoever, excluding attorney's fees, that may in any way result from any negligent acts of Town, its officers, employees and agents, arising out of the performance of its obligations under this Agreement. Nothing in this Agreement shall be construed to affect in any way the Town's rights, privileges, and immunities as set forth in Section 768.28, Florida Statutes.

B. To the extent permitted by law, the Tribe shall indemnify, defend and hold harmless the Town, its officers, employees and agents from and against any liability, claims, demands, actions, cost, expenses, losses or damages whatsoever, excluding attorney's fees, that may in any way result from any negligent acts of Tribe, its officers, employees and agents, arising out of the performance of its obligations under this Agreement. Nothing in this Agreement shall be construed to affect in any way the Tribe's rights, privileges, and immunities as established under the Federal Tort Claims Act, Title 28, Chapter 171.

#### XII. Term of Agreement

A. This Agreement shall be binding upon the parties from the date of execution and shall continue in full force and effect for five (5) years upon mutual agreement by both parties. However, any party hereto may withdraw or cancel such party's participation pursuant to this Agreement without liability to the other party hereto by providing written notice of such withdrawal no less than ten (10) calendar days prior thereto. This Agreement shall be reviewed annually for any necessary changes. Any modification must be mutually agreed upon by the parties to this Agreement.

B. Each agency agrees to adopt the policy attached hereto and incorporated herein by reference, provided, however, that nothing herein shall prevent an agency administrator from adopting an internal policy that is more restrictive than this model policy regarding his or her own personnel.



### XIII. FORFEITURE PROVISIONS

- A. In the event a cooperating agency seizes any real property, vessel, motor vehicle, aircraft, currency or other property pursuant to the Florida Contraband Forfeiture Act, or the Seminole Tribe of Florida Forfeiture Tribal Ordinance during the performance of this Agreement, the cooperating agency requesting assistance in the case of requested operational assistance and the seizing cooperating agency in the case of voluntary cooperation shall be responsible for maintaining any forfeiture action pursuant to Chapter 932, Florida Statutes and/or Tribal law as applicable. The cooperating agency pursuing the forfeiture action shall have the exclusive right to control and the responsibility to maintain the property in accordance with Chapter 932, Florida Statutes and/or Tribal law, to include, but not be limited to, the complete discretion to bring the action or dismiss the action.
- B. All proceeds from forfeited property seized as a result of or in accordance with this Agreement shall be divided equally between the parties, less the costs associated with the forfeiture action.

IN WITNESS WHEREOF, the parties hereto cause these presents to be signed on the date specified at Hollywood Seminole Indian Reservation and the Town of Davie, Broward County, Florida.

ATTEST:

TOWN OF DAVIE, a municipal corporation of  
the State of Florida

\_\_\_\_\_  
Russell Muniz, CMC, Town Clerk

\_\_\_\_\_  
Tom Truex, MAYOR

APPROVED AS TO FORM AND  
LEGALITY for the use and reliance of the  
Town of Davie Florida, only.

\_\_\_\_\_  
Chris Kovanes, Town Administrator  
or his designee, Chief of Police

\_\_\_\_\_  
MONROE KIAR, CITY ATTORNEY

SEMINOLE TRIBE OF FLORIDA


BY: \_\_\_\_\_  
Name: Mitchell Cypress  
Title: Chairman of the Tribal Council

Date \_\_\_\_\_

Attest: \_\_\_\_\_  
Secretary

MONROE D. KIAR  
TOWN ATTORNEY  
TOWN OF DAVIE  
6191 SW 45<sup>th</sup> Street, Suite 6151A  
Davie, Florida 33314  
(954) 584-9770

MEMORANDUM

DATE: August 8, 2005  
TO: Major Ed Taylor  
CC: Chris Kovanes, Town Administrator  
Mayor and Councilmembers  
FROM: Monroe D. Kiar, Town Attorney   
RE: Control Number: 041006  
Seminole Mutual Aid Agreement

RCVD AUG 9 '05

Pursuant to your request, this office has reviewed the latest draft of the Mutual Aid Agreement between the Town and the Seminole Tribe. As you indicated, this Agreement mirrors the Agreement entered into between the Tribe and the City of Hollywood and includes previous amendments previously suggested by this office. Upon review of this Agreement draft, the draft appears to be in satisfactory form for the Town Council's review.